



South Carolina Department of Health
and Environmental Control

**BUREAU OF
BUSINESS MANAGEMENT**
DIVISION OF PROCUREMENT SERVICES
2600 Bull Street
Columbia, SC 29201-1708
Telephone (803) 898-3501 Fax (803) 898-3505

SEALED BID INVITATION

BID MUST BE SUBMITTED ON THIS FORM TO BE ACCEPTED

SOLICITATION NUMBER: SB-24968-4/15/04-WAT <i>WAT</i>			DATE ISSUED: March 22, 2004 PAGE 1 OF 8		
(Number Must Be Shown On Front Of Envelope)					
SEALED BIDS WILL BE RECEIVED UNTIL: TIME: 2:30 PM DATE: April 15, 2004 (ET)			Mail To: ATTENTION: BID CLERK SOLICITATION NO.: SB-24968-4/15/04-WAT S.C. Department of Health & Environmental Control Division of Procurement Services 2600 Bull Street Columbia, South Carolina 29201-1708		
AND THEN PUBLICLY OPENED					
COMMODITY: Provide Legato Disk Xtender software upgrade and conversion of date					
METHOD OF BID AWARD: Award will be made by lot to the lowest responsible and responsive bidder(s).					
DIRECT INQUIRIES TO: Wayne A. Tesh, Jr., CPPB Phone: (803) 898-3484 Any amendments to this solicitation will be posted at http://www.scdhec.net/procurement Bidders are responsible for checking this site for any applicable amendments or other documents related to this solicitation.					
REASON FOR NO BID:					
Authorized Signature		Printed Name		Date Signed	
Company			Social Security or Federal Tax Number		
Mailing Address			Area Code and Phone Number		
City	State	Zip Code	Toll Free Phone Number		
E-mail Address			Fax Number		
By signing this bid I certify: <ul style="list-style-type: none"> This bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. By signing this bid I agree: <ul style="list-style-type: none"> To abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. If this quotation is accepted within 60 days from date of opening, to furnish any and all items/services at the prices quoted. Drug-Free Workplace: Required by Section 44-107-10 (Drug Free Workplace Act) of the South Carolina Code of Laws, 1976, as amended. By submission of a bid, the bidder certifies that he/she will comply with all aspects of the Drug-Free Workplace Act and will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this contract. This certification also applies to any individual or firm employed by the contractor.					

j:bidfront.doc 07/02 (DHEC 0137)

PURPOSE and SCOPE OF WORK: Provide Legato Disk Xtender 2000 V 5.5 Software and conversion of existing data to new software for DHEC, EQC Bureau of Air Quality.

SPECIAL CONDITIONS

1. **SHIP TO:** S.C. Department of Health and Environmental Control, EQC, Bureau of Air Quality 2600 Bull Street, Columbia, SC 29201
2. **SEALED BID INVITATION:** The quotation must be received by DHEC-Procurement Services by 4/15/04, by 2:30 p.m. ET
3. **SUBMISSION OF QUESTIONS:** All questions or requests for information must be submitted as indicated below. A written response will be mailed/faxed/e-mailed to all potential offerors. Questions or requests for information must be submitted in writing and received by April 5, 2004. After that date no further questions will be addressed.
4. **INVOICING:** Invoice must be itemized and sent to: S.C. Department of Health and Environmental Control: Finance Division; 2600 Bull Street; Columbia, SC 29201-1708.
5. **CONTACT PERSON:** The contact person for this solicitation is: Wayne A. Tesh, Jr., CPPB, Procurement Officer; Bureau of Business Management, Division of Procurement Services; (803) 898-3484
6. **CONFIDENTIALITY:** The Contractor agrees to abide by DHEC's policy of confidentiality, which states that all information as to personal facts and circumstances given or made available to employees/volunteers and/or contractors of DHEC in administration of programs shall be held confidential and shall not be divulged without consent of the programs and services and individual(s) to which it pertains. Confidential agency information and action shall not be divulged. Certain information received by DHEC may not be released pursuant to the Family Privacy Protection Act. Information that is otherwise available to the public under the Freedom of Information Act may be released in accordance with State law. Should information identify a DHEC client or employee, it may not be released outside of the agency except upon receipt of a properly completed authorization signed by the individual or his/her parent or guardian. If information is released pursuant to the receipt of a properly completed authorization, documentation of the release must be maintained. A copy of the authorization must be included in this documentation. Protected Health Information generally cannot be released except pursuant to a proper authorization by the client or his/her parent or guardian, or pursuant to a specific exception under the Health Insurance Portability and Accountability Act (45 CFR Parts 160 and 164). DHEC may conduct routine audits of health records to insure compliance with this procedure. Any unauthorized disclosure of confidential information may result in termination of this contractual relationship with DHEC and may be grounds for fines, penalties, imprisonment, civil suit, or debarment from doing business with the State. Employees/agents of the Contracting Party may be required to sign DHEC's Confidentiality Agreement (DHEC form #0321), a copy of which is on pages 3.
7. **TRAVEL AND OTHER RELATED EXPENSES:** All travel and other related expenses are the responsibility of the vendor.
8. **AUTHORIZED LEGATO RE-SELLER:** The vendor(s) must be an authorized Legato re-seller. Vendor(s) may be required to provide documentation they are an authorized Legato re-seller within 5 calendar days of request.

SPECIFICATIONS AND BIDDING SCHEDULE:**LOT I****ITEM 1**

Disk Xtender 2000 software v 5.5 on WIN 2000 server/Oracle 9.X.

The current software version is Disk Xtender 4.1 on WinNT server/Oracle 8.x

- a) There are 25 concurrent users.
 - b) Vendor will provide on site installation of software to server and training for SC DHEC personnel. SC DHEC will be responsible for updating the software to the five scanning workstations for the AX5 software.
 - c) No maintenance agreement is requested.
- U.S. End Product? (Y/N) _____ S.C. End Product? (Y/N) _____

TOTAL BID PRICE LOT I: \$ _____

LOT II

Item 1. Conversion of approximately 20GB storage data

FROM: Disk Xtender 4.1 on WinNT server/Oracle 8.x

TO: Disk Xtender 2000 v 5.5 on WIN 2000 server/Oracle 9.X

TOTAL BID PRICE LOT II: \$ _____

BID ACCEPTANCE AND DELIVERY STATEMENT:

In compliance with the invitation and subject to all conditions thereof, the above signed offers and agrees, if this bid is accepted within 60 days from date of opening, to furnish any or all items/services quoted at the prices set forth.



DHEC Confidentiality Agreement

SCDHEC
SB-24968-4/15/04-WAT
Page 3

I understand that the South Carolina Department of Health and Environmental Control (DHEC) has a legal and ethical responsibility to maintain confidentiality of information as to personal facts and circumstances of DHEC clients, employees, or other citizens given or made available to DHEC in administration of the agency's programs and services.

DHEC's Confidentiality Policy states that Information about personal facts and circumstances of DHEC employees and clients will be kept confidential and will not be disclosed without the individual's written authorization, except as required by law. Protected Health Information that identifies an individual generally cannot be released unless properly authorized by the client or his/her legal representative, or pursuant to a specific exception under the Health Insurance Portability and Accountability Act (45 CFR Parts 160 and 164). The Family Privacy Protection Act may place additional limitations on disclosure of personal information.

Information that is made available to the public under the Freedom of Information Act must be disclosed in accordance with State law. However, the Freedom of Information Act protects information of a personal nature such that public disclosure would constitute an unreasonable invasion of privacy. The types of information that generally must be kept confidential include, but are not limited to: protected personal information of job applicants or DHEC employees, vital records information, social security numbers, and health information that identifies individuals.

I understand that during the course of my employment, volunteer services, or contract performance with DHEC, I may see or hear confidential information and/or protected health information.

By signing this agreement, I understand and agree that I will not disclose confidential information or protected health information unless the disclosure complies with DHEC policies and is required to perform my responsibilities. I will not access or view any information other than what is required to do my job. If I have any questions about whether I need access to certain information, or whether certain information should be disclosed, I will immediately ask my supervisor for clarification.

I will not discuss any confidential information or protected health information obtained in the course of my relationship with DHEC with any person or in any location outside of my area of responsibility in DHEC, except as otherwise required or permitted by law. I will not make any unauthorized copy or disclosure of this information, or remove or transfer this information to any unauthorized location.

I agree that my obligations under this Agreement regarding confidential and protected health information will continue after termination of my employment/volunteer assignment/contract affiliation with DHEC.

I understand that violation of this Agreement may result in termination of my volunteer, contractual and/or work relationship with DHEC and may be grounds for disciplinary action, fines, penalties, imprisonment or civil suit to be brought against me.

I have read the above Agreement and agree to comply with all its terms.

Signature: _____ Date: _____

Witness: _____ Date: _____

Work Location: _____

PROCUREMENT PREFERENCES FOR SOUTH CAROLINA VENDORS AND PRODUCTS**South Carolina Resident Vendor Preference**

This following information explains the actions to be taken when applying for the South Carolina resident vendor preference.

Resident vendor as defined by Section 11-35-1524 of the SC Consolidated Procurement Code: A vendor is considered to be a resident of this State if the vendor is:

- (a) an individual, partnership, association, or corporation that is authorized to transact business within the State,
- (b) maintains an office in the State,
- (c) maintains an inventory for expendable items which are representative of the general type of commodities on which the bid is submitted and located in South Carolina at the time of the bid having a total value of ten thousand dollars or more based on the bid price, but not to exceed the amount of the contract, or is a manufacturer which is headquartered and has at least a ten million dollar payroll in South Carolina and the product is made or processed from raw materials into a finished end product by such manufacturer or an affiliate (as defined in Section 1563 of the Internal Revenue Code) of such manufacturer, and
- (d) has paid all assessed taxes.

TO MAKE CLAIM FOR THIS PREFERENCE IN THE AWARD OF THIS BID, THE PERSON SIGNING THE BID MUST PLACE THEIR INITIALS HERE: _____.

*ADDRESS & PHONE NUMBER OF S.C. OFFICE. (MUST BE COMPLETED IF MAKING CLAIM)

PHONE# _____

SOUTH CAROLINA/UNITED STATES PRODUCT PREFERENCE

(Product preference does not apply to services.)

By signing bid and checking the appropriate space(s) provided and **identified on the bid pricing schedule**, vendor certifies that the end-product(s) as shown in this bid are either made, manufactured or grown in South Carolina or the United States.

EXCEPTIONS TO PREFERENCES

Exceptions. This section shall not apply (1) to any procurements conducted under Article 9 of the Code, (2) to any prime contractor or subcontractor providing materials or services relating to permanent improvements to real estate, (3) to any solicitation, bid, offer, or procurement when the price of a single unit of the end-product is more than \$30,000 whether or not more than one unit is bid or offered, (4) to any solicitation, bid, offer or procurement where the contract award is less than \$10,000, or (5) to any solicitation conducted under Section 11-35-1530 of the Code.

PLEASE READ THE FOLLOWING CAREFULLY PRIOR TO COMPLETING BID

INSTRUCTIONS TO BIDDERS

DISCUSSIONS AND NEGOTIATIONS: By submission of a bid, bidder agrees that during the period following issuance of this solicitation and prior to notification of intent or award of a contract, the bidder shall not discuss this procurement with any party except members of the DHEC Procurement Division or other parties designated in this solicitation. Bidder shall not discuss or attempt to negotiate with the using area or program any aspects of the procurement without prior approval of the DHEC Procurement Division Buyer responsible for the procurement. Infractions may result in rejection of the violator's bid.

1. By submission of a bid, **you are certifying** that your company has not been debarred or suspended under OMB circular A-133 Compliance Supplement or otherwise from doing business in the State of South Carolina.
2. Unless otherwise required herein, only one signed copy of the invitation to bid is required.
3. Bids "faxed" directly to the DHEC Procurement Office will not be accepted or considered for award.
4. Bids, amendments thereto or withdrawal request must be received by the time advertised for bid opening. It is the bidder's sole responsibility to insure that these documents are received by the person (or office) at the time indicated in this solicitation document. Any withdrawal request received after the time of the bid opening shall be governed by State Regulation 19-445.2085.
5. When specifications or descriptive papers are submitted with the bid submission, enter bidder's name thereon.
6. Submit your signed bid on this form. Show the bid number on the envelope as instructed. DHEC assumes no responsibility for unmarked or improperly marked envelopes. All envelopes received showing a bid number are placed directly under locked security until the date and time of opening. Do not include more than one bid invitation per envelope. If directing any other correspondence, address the envelope to the Procurement Officer but do not include the bid number on the envelope since it does not include your bid.
7. Bidders must clearly mark as "CONFIDENTIAL" each part of their bid which they consider to be proprietary information that could be **exempt from disclosure** under Section 30-4-40, Code of Laws of South Carolina 1976 (1986 Cum. Supp.; Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. DHEC reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the State, DHEC or its agents for its determination in this regard.
8. By submission of a bid, **you are guaranteeing** that all goods and services meet the requirements of this solicitation during the contract period.
9. **Tie bids** will be resolved as outlined in section 11-35-1520(9) of the South Carolina Consolidated Procurement Code.
10. **Do not include any taxes** that DHEC may be required to pay in the bid price. Upon submission of a bid by a state agency, the Procurement Officer will compute a 5% sales and use tax to the non-state agency bids when applicable (service and labor excluded) in determining the low bidder. This procedure conforms with the SC Tax Commission Sales and Use Tax Regulation 117-174-.95.
11. **Correction of errors on this bid form:** All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after the time specified for the bid opening.
12. **Ambiguous bids** which are uncertain as to terms, delivery, quantity or compliance with this solicitation may be rejected or otherwise disregarded.
13. Any bidder desiring to exercise rights under Section 11-35-4210 of the South Carolina Consolidated Procurement Code should direct all correspondence to the Chief Procurement Officer, Division of General Services, 1201 Main Street, Suite 600, Columbia, SC, 29201. A copy of any correspondence to be sent to the DHEC Procurement Officer at the address indicated.
14. **Failure to respond** to three consecutive bid notices may result in removal of bidder's name from the mailing list.

GENERAL PROVISIONS

15. **Unit prices** will govern over extended prices unless otherwise stated in this solicitation.
16. **Prohibition of Gratuities:** Amended section 8-13-420 of the 1976 Code of Laws of South Carolina States: "Whoever gives or offers to any public official or public employee any compensation, including a promise of future employment, to influence his action, vote, opinion or judgement as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion or judgement shall be subject to the punishment

as provided by Section 16-9-210 and Section 16-9-220. The provisions of this section shall not apply to political contributions unless such contributions are conditioned upon the performance of specific actions of the person accepting such contribution nor shall they prohibit a parent, grand-parent or relative from making a gift to a child, grandchild, or other close relative for love and affection except as hereafter provided".

17. **Bidder's Qualification:** Bidders must, upon request of DHEC, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. DHEC reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.
18. **Bidder's Responsibility:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this solicitation. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the subsequent contract.
19. **Amendments:** All amendments to and interpretations of this solicitation shall be in writing from the DHEC Procurement Office. Neither DHEC or the Procurement Officer shall be legally bound by any amendment or interpretation that is not in writing.
20. **Award Criteria:** Awards shall be as indicated herein to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in this solicitation. Award may take longer than fourteen days. A copy of the award notice should be posted on the Procurement Bulletin Board located at 2600 Bull Street in the Aycock Building directly across from the Personnel Division and next to the Bureau of Business Management's Procurement Services Division.
21. **Rejection:** (In accordance with Regulation: 19-445-2070) DHEC reserves the right to reject any bid: (1) which fails to conform to the essential requirements of the invitation for bid; (2) alternate bids which do not conform to the specifications contained or referenced in the invitation for bid; (3) which fails to conform to the delivery schedule; (4) when the bidder attempts to impose conditions which would modify requirements of the invitation for bid or limit his liability to the State; (5) if the procurement officer determines in writing that it is unreasonable as to price; (6) when a bid guarantee is required and a bidder fails to furnish; (7) which is unsigned.
22. **Competition:** This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested bidders to notify the DHEC Procurement Office in writing so as to be received five days prior to the opening date. Notification may be "faxed" to the DHEC Procurement Office, (803) 898-3505. The solicitation may or may not be changed but a review of such notification will be made prior to award.
23. **Order of Precedence:** In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order; (1) the bidding schedule, (2) general provisions and general conditions, (3) instruction to bidders, (4) special provisions or special conditions of the contract whether incorporated by reference or otherwise, and (5) the specifications.

GENERAL CONDITIONS

24. **Contract Administration:** Questions or problems arising after award of this solicitation/contract shall be directed to the DHEC Procurement Office, 2600 Bull Street, Columbia, SC, 29201-1708. Reference the solicitation and contract number.
25. **Default:** In case of default by the contractor, DHEC reserves the right to purchase any or all items in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.
26. **Force Majeure:** The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. But in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet required delivery schedule(s).
27. **Save Harmless:** (This General Condition does not apply to solicitations for service requirements). The successful bidder shall indemnify and save harmless the State of South Carolina and DHEC and all its officers, agents and employees from all suits or claims of any character brought by reason of infringing on any patent, trade mark or copyright. The bidder shall have no liability to DHEC if such patent, trade mark or copyright infringement or claim is based upon the bidder's use of material furnished to the bidder by the State.
28. **Publicity Releases:** By submission of a bid, the contractor agrees not to refer to award of this contract in commercial

advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by DHEC or user.

29. **Tax Credit Availability:** Bidders interested in income tax credit availability by subcontracting with Certified Minority Firms should contact the Office of Minority Business Assistance, 1205 Pendleton Street, Columbia, SC, 29201. (803-734-0564)
30. **Affirmative Action:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
31. **Assignment:** Unless otherwise indicated in this solicitation, no contract or its provisions may be assigned, sublet, subcontracted, or transferred without the prior written consent of the DHEC Procurement Office.
32. **Termination:** Any contract resulting from this solicitation may be terminated by DHEC by providing a thirty day advance notice in writing to the successful contractor.
33. **Non-Appropriations:** Any contract entered into by DHEC resulting from this solicitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
34. **Convenience:** In the event that this contract is terminated or canceled upon request and for the convenience of DHEC without the required thirty days advance written notification, then DHEC shall negotiate reasonable applicable termination costs.
35. **Cause:** Any contract resulting from this solicitation may be terminated without advance notice by DHEC for cause, default or negligence on the part of the successful contractor.
36. **S.C. Law Clause:** Upon award of a contract under this bid, the person/partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State. By submission of a bid, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State of South Carolina.
37. **Quality of Product:** (This general condition does not apply to solicitations for printing or service requirements.) Unless otherwise indicated in this solicitation, it is understood and agreed that any item offered or shipped as a result of this solicitation shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging. For information technology procurements as defined in Section 11-35-310 of the SC Procurement Code, if items that are other than new (i.e., remanufactured or refurbished) are desired to be bid, the bidder must obtain written permission to bid such items at least five days in advance of the bid opening date. Written permission must be obtained from the DHEC Procurement Office.
38. **Compliance with Federal Requirements:** S.C. State or Federal requirements that are more restrictive shall be followed in bidding, awarding and performance of this contract.
39. **Drug-Free Workplace:** Required by Section 44-107-10 (Drug Free Work-Place Act) of the SC Code of Laws, 1976, as amended. By submission of a bid, the bidder certifies that he will comply with all aspects of the Drug-Free Workplace Act and will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this contract. This certification also applies to any individual or firm employed by the contractor.
40. **Confidentiality Policy:** The successful contractor agrees to abide by DHEC's policy of confidentiality which states in part that all information as to personal facts and circumstances given or made available to employees and/or contractors of DHEC in administration of programs shall be held confidential and shall not be divulged without the express written consent of the individual(s) to which it pertains.
41. **Item Substitution:** No substitution of items will be allowed on any purchase made from the awarded contract without written permission from the DHEC Procurement Office.
42. **Outside Contractor Program:** If applicable to scope of contract, contracted employees working on DHEC properties are entitled to information about hazardous chemicals present at DHEC; and DHEC's personnel are entitled to information about hazardous chemicals brought to the facilities by contractors. In order to assure continued compliance with the Hazard Communication Standards while contractors are on DHEC property and to control potential compliance obligations under the Superfund Amendments and Re-authorization Act, it is DHEC's policy to:
 - a. Obtain written assurance that the contractor's employees have been trained to understand the hazards of the chemicals at DHEC and how to use appropriate personal protective equipment. All personal protective equipment and training required for the contractor's employees will be provided by the contractor at the contractor's expense. (This includes SC State General Services employees).
 - b. Require the contractor to notify the DHEC Bureau of Business Management or the appropriate DHEC unit Director when introducing hazardous chemicals into DHEC work areas, which may harmfully expose

DHEC employees. If the contractor is introducing such hazardous chemicals into any DHEC facility or onto DHEC property, the contractor shall provide the DHEC Division of Procurement Services or the DHEC unit Director copies of the Material Safety Data Sheets (MSDS) for those chemicals. The DHEC Division of Procurement Services or the DHEC unit Director should provide appropriate information to the DHEC employees before the contractor(s) enter any DHEC facility with chemicals.

- c. DHEC reserves the right to refuse to allow any contractor to bring any chemical onto DHEC property. DHEC also reserves the right to refuse to allow any contractor to bring certain quantities of chemicals on DHEC property.
43. Any written assurances, MSDS's, or correspondence required must be submitted prior to beginning any aspect of the contract.
44. **Travel:** As applicable, reimbursement to contractors for travel expenses will be made in accordance with regulations established for State employee travel and in accordance with guidelines established by DHEC.

SPECIAL PROVISIONS

45. **FOB Destination:** All deliveries shall be FOB Destination. It is agreed by the parties hereto that delivery by the contractor to the common carrier does not constitute delivery to the State. Any claim for loss or damage shall be between the contractor and the carrier. Bids received otherwise may be subject to rejection.
46. **Shipping/Delivery Charges:** Unless otherwise indicated in the "Special Conditions", any applicable shipping, delivery, assembly or installation charges are to be indicated on the bidding schedule herein.
47. **Specifications:** The specifications listed herein are not to be considered restrictive to one source of supply. However, items offered must be equal in quality and performance. The bidder to include with his bid supporting product data sufficient for DHEC to determine equality and acceptability. DHEC reserves the right to reject any offering in which the items offered are considered unsatisfactory in any manner. DHEC will determine if minor deviations from the listed features or performance are acceptable.
48. **Confidentiality:** The Contractor and all contracting employees shall not discuss, disclose, release, divulge or otherwise communicate, any confidential information as to personal facts and circumstances observed or overheard while performing work pursuant to this contract. The Contractor and all contracting employees, their agents, personal representatives and assigns, shall be fully liable and accountable for any resulting damage or injury to any person, institution or DHEC.